

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

HYANNIS AIR SERVICE, INC. d/b/a CAPE AIR

(b) County of Residence of First Listed Plaintiff HYANNIS, MA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John M. Nolan III, Jackson Lewis P.C., 1601 Cherry St.,  
Suite 1350, Philadelphia, PA 19102, (267) 319-7802

**DEFENDANTS**

ALEXANDER SILVERMAN

County of Residence of First Listed Defendant MONTGOMERY, PA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                                   |   | PTF                                   | DEF                        |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4            | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Common Law Breach of Contract; 28 U.S.C. 1332

Brief description of cause:

Failure to repay promissory note, breach of employment contract, contractual obligation to pay attorneys' fees.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Excess of \$75,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

May 6, 2022

SIGNATURE OF ATTORNEY OF RECORD

/S/ JOHN M. NOLAN III

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 660 Barnstable Road, Hyannis MA, 02601

Address of Defendant: 1101 Hunt Seat Drive, Lower Gwynedd, PA 19002

Place of Accident, Incident or Transaction: Montgomery County, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 05/06/2022 \_\_\_\_\_ 317001

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts  
☐ 2. FELA  
☐ 3. Jones Act-Personal Injury  
☐ 4. Antitrust  
☐ 5. Patent  
☐ 6. Labor-Management Relations  
☐ 7. Civil Rights  
☐ 8. Habeas Corpus  
☐ 9. Securities Act(s) Cases  
☐ 10. Social Security Review Cases  
☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☒ 1. Insurance Contract and Other Contracts  
☐ 2. Airplane Personal Injury  
☐ 3. Assault, Defamation  
☐ 4. Marine Personal Injury  
☐ 5. Motor Vehicle Personal Injury  
☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_  
☐ 7. Products Liability  
☐ 8. Products Liability – Asbestos  
☐ 9. All other Diversity Cases  
(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, John M. Nolan III, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 05/06/2022 \_\_\_\_\_ 317001

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HYANNIS AIR SERVICE, INC. d/b/a CAPE  
AIR,

PLAINTIFF,

v.

ALEXANDER SILVERMAN,

DEFENDANT.

CIVIL ACTION NO.:

**COMPLAINT**

Hyannis Air Service, Inc. d/b/a/ Cape Air (“Plaintiff”), files this Complaint against Alexander Silverman (“Defendant”) for breach of contract, seeking specific performance, compensatory damages, general damages, consequential damages flowing from the breach, and/or an award of costs and attorneys’ fees. In support, Plaintiff states as follows.

**PARTIES**

1. Plaintiff Hyannis Air Service, Inc. d/b/a Cape Air is a Massachusetts corporation with its principal place of business located at 660 Barnstable Rd., Hyannis, Massachusetts, 02601.

2. Defendant Alexander Silverman is an adult individual residing at 1101 Hunt Seat Drive, Lower Gwynedd, PA 19002, in Montgomery County.

**JURISDICTION AND VENUE**

3. The series of events giving rise to Plaintiff's cause of action occurred within this state and judicial district.

4. Defendant has breached and continues to actively breach his contract with Plaintiff while residing in this state and judicial district.

5. This Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

6. The amount in controversy exceeds the jurisdictional minimum.

7. The Applicant Promissory Note executed by Defendant obligates him "to pay to the order of [Plaintiff], the principal sum of Thirty Thousand Dollars (\$30,000) ("Training Investment"). See Applicant Promissory Note attached hereto as Exhibit "A".

8. In addition, The Applicant Promissory Note executed by Defendant obligates him "to pay all collection costs, including reasonable attorneys' fees, in the event that [Defendant] fails to pay any amounts payable under this note." See Exhibit "A".

9. "[W]hen state law provides for the recovery of attorneys' fees by a successful plaintiff, those fees must be considered in calculating the jurisdictional amount in controversy." *Profl Cleaning & Innovative Bldg. Servs., Inc. v. Kennedy Funding, Inc.*, 245 F. App'x 161, 163 n.2 (3d Cir. 2007); see also *Suber v. Chrysler Corp.*, 104 F.3d 578, 585 (3d Cir.1997) ("Moreover, in calculating the amount in controversy, we must consider potential attorney's fees.").

10. An award of attorneys' fees paid by the adverse party is permissible under Pennsylvania law if there is "a clear agreement by the parties or some other established condition." *Merlino v. Delaware County*, 728 A.2d 949, 950 (Pa. 1999).

11. If this matter proceeds through summary judgment and trial, it is assured that Plaintiff will seek attorneys' fees in excess of \$45,001.00, per the express and agreed upon terms of The Applicant Promissory Note.

12. Therefore, the amount in controversy in this matter exceeds \$75,000.00.

### **STATEMENT OF FACTS**

13. Plaintiff is an airline, providing chartered flights in light aircraft to domestic and international destinations through hubs in Boston, St. Louis, Billings (Montana), and San Juan.

14. Plaintiff employs pilots to pilot its aircraft.

15. In order to qualify as a Captain, a pilot must obtain the necessary training and experience to successfully obtain an Airline Transport Pilot ("ATP") certificate.

16. A pilot that obtains an ATP certificate is authorized by the Federal Aviation Administration to act as pilot in command of an airline's aircraft, including Plaintiff's aircraft.

17. With certain alterations for former military pilots or aviation students, ATP certification involves written and practical testing, as well as requiring 1,500 hours of flight time, inclusive of 500 hours of cross-country time, 100 hours of night flying, 50 hours in the class of aircraft for the rating, 75 hours of instrument time, and 250 hours of time as pilot in command.

18. Plaintiff assists some of its employees in achieving ATP certification, including hiring them as First Officers reporting to an ATP certified Chief Pilot, so that they accrue the necessary number of hours to apply for their own ATP certification.

19. This results in considerable costs to Plaintiff.

20. On or about February 8, 2021, Plaintiff hired Defendant to serve as a First Officer. See Offer Letter to Defendant attached hereto as Exhibit “B”.

21. Defendant being hired as a First Officer was predicated on Defendant obtaining an ATP certification and therefore becoming qualified to act in the role of a Captain of Plaintiff’s aircraft.

22. The letter offering Defendant employment states the following, in relevant part:

We commit to providing you the necessary experience to successfully obtain your ATP certificate and qualify you as a Captain for Cape Air. In return, you agree to serve as a First Officer until obtaining your ATP and thereafter serve for a minimum of fifteen (15) months as a Captain with Cape Air. **You understand that if you resign (other than due to your own unforeseen serious illness or the unforeseen serious illness of death of an immediate family member which necessitates your separation as an employee of Cape Air) or are terminated with cause prior to completing fifteen (15) months of service as a Captain with Cape Air, you will be required to repay the reasonable costs and training investment in your training which, for the purposes of this agreement is acknowledged to be thirty thousand dollars (\$30,000).**

See Exhibit “B”. (emphasis in original)

23. Defendant signed the offer letter on January 21, 2021, next to a line stating, “I hereby accept your offer of employment:”.

24. The offer letter states, “This letter and the attached promissory note set forth our agreement regarding your commitment to Cape Air which is a condition of this offer of employment.”

25. The Applicant Promissory Note states, in relevant part:

For value received, I Alexander Silverman (the “Undersigned”), if the Undersigned leaves the employ of Hyannis Air Service, Inc. d/b/a Cape Air (the “Holder”), resigns, or is terminated for cause by the Holder prior to completing fifteen (15) months of service as a captain with the Holder, the undersigned promises to pay to the

order of the Holder, the principal sum of Thirty Thousand Dollars (\$30,000) (“Training Investment”). Said amount shall be due and payable in full no later than thirty (30) calendar days following the cessation of the Undersigned’s employment, under the terms of the attached Offer Letter Agreement.

See Exhibit “A”.

26. The Applicant Promissory Note also states, in relevant part: “The Undersigned further agrees to pay all collection costs, including reasonable attorneys’ fees, in the event that the Undersigned fails to pay any amounts payable under this note.”

27. The Applicant Promissory Note was signed by Defendant on January 22, 2021.

28. The Applicant Promissory Note is notarized. It was notarized in Pennsylvania.

29. Defendant resigned from his employment with Plaintiff on or about September 19, 2021, prior to completing fifteen (15) months of service with Defendant as a captain.

30. Despite being sent a demand for payment of the agreed upon amount of \$30,000.00, Defendant has refused to repay Plaintiff.

**COUNT I**  
**BREACH OF CONTRACT**

31. Plaintiff incorporates the Complaint’s prior allegations herein by reference as though set forth in full.

32. Defendant agreed to repay \$30,000.00 to Plaintiff in the event that Defendant resigned prior to completing fifteen (15) months of employment with Defendant in the role of Captain.

33. \$30,000.00 is the agreed upon sum, reflecting Plaintiff’s Training Investment to help Defendant meet the requirements for receiving an ATP certification.

34. Defendant resigned from his employment with Plaintiff prior to completing fifteen (15) months of employment with Plaintiff in the role of Captain.

35. Defendant has refused to repay Plaintiff, breaching the contractual agreement set forth in his signed offer letter and signed and notarized Applicant Promissory Note.

WHEREFORE, Plaintiff requests the following relief: (1) specific performance from Defendant, ordering him to comply with his obligation to repay \$30,000.00 to Plaintiff; (3) actual monetary damages in the amount of \$30,000.00 to be paid by Defendant to Plaintiff; (4) consequential damages flowing from Defendant's breach in the amount of \$30,000.00; (5) consequential damages flowing from Defendant's breach in the amount of attorneys' fees expended by Plaintiff in seeking enforcement and/or remedy from the breach; (6) an award of contractually agreed upon attorneys' fees in this action, pursuant to the express language in the Applicant Promissory Note; (7) that Plaintiff be awarded such other relief as the Court, in its discretion, deems just and proper.

Respectfully submitted,

**JACKSON LEWIS P.C.**

/s/ John M. Nolan III  
John M. Nolan III (PA #317001)  
Three Parkway  
1601 Cherry Street, Suite 1350  
Philadelphia, PA 19102  
T: (267) 319-7802  
F: (215) 399-2249  
[J.Michael.Nolan@jacksonlewis.com](mailto:J.Michael.Nolan@jacksonlewis.com)

Dated: May 6, 2022

*Attorneys for Plaintiff*



# EXHIBIT “A”

## APPLICANT PROMISSORY NOTE

1. For value received, [Alexander Silverman] (the "Undersigned"), if the Undersigned leaves the employ of Hyannis Air Service, Inc. d/b/a Cape Air (the "Holder"), resigns, or is terminated for cause by the Holder prior to completing fifteen (15) months of service as a captain with the Holder, the undersigned promises to pay to the order of the Holder, the principal sum of Thirty Thousand Dollars (\$30,000) ("Training Investment"). Said amount shall be due and payable in full no later than thirty (30) calendar days following the cessation of the Undersigned's employment, under the terms of the attached Offer Letter Agreement. The Undersigned shall send the payment to Cape Air, 660 Barnstable Rd. Hyannis, MA 02601, Attention: Chief Pilot.

2. This note shall, at the option of the Holder, become immediately due and payable in full, without notice or demand, upon the failure of the Undersigned to pay any amount when due and payable according to the terms set forth in Paragraph 1. The Undersigned expressly acknowledges that any failure to pay any amount due under this note will result in a confession of judgment in favor of the Holder without process. The Undersigned further agrees to pay all collection costs, including reasonable attorneys' fees, in the event that the Undersigned fails to pay any amounts payable under this note.

3. The Undersigned guarantees the payment of this note and waives presentment, demand for payment, notice of dishonor, and any and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this note. The Undersigned consents to any extensions of time that may be granted or consented to by the Holder with respect to the time for payment of the sums due under this note. The Undersigned agrees, however, that any such extensions of time will not act as a waiver of the Holder's right to immediate payment and judgment in its favor as set forth in Paragraph 2.

4. This Promissory Note shall be governed by, and interpreted in accordance with, the laws of the State of Massachusetts, without regard to its conflict of laws provision. The Undersigned consents and stipulates to the personal jurisdiction of the state court of the State of Massachusetts, in any subsequent proceeding to enforce this Promissory Note.

5. The Undersigned hereby acknowledges that his/her signature below indicates his/her voluntary agreement to the terms of this note.

1/22/2021

Date

[Signature]

Signature

Then personally appeared the above-named, [Alexander Silverman] and acknowledged the foregoing document to be his/her free act and deed, before me.

01/22/2021

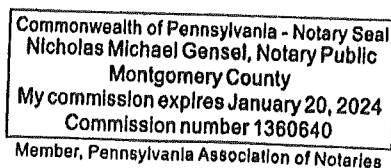
Date

My Commission Expires: 01/20/2024

[Signature]

Notary Public

4850-5078-0357, v. 1



# **EXHIBIT “B”**

**Please Sign and Return Letter To:**

Cameron Withrow, Director of Pilot  
Industry Relations & Sourcing  
[Cameron.Withrow@capeair.com](mailto:Cameron.Withrow@capeair.com)

January 21, 2021

Alexander Silverman  
1101 Hunt Seat Dr.  
Lower Gwynedd, PA 19002

Dear Alexander:

On behalf of Cape Air, I am very pleased to present our offer to you for full-time employment as First Officer. In this position you will report directly to Ryan Baker, Part 135 Chief Pilot. Your rate of pay will be \$13.50 per hour, payable bi-weekly. Your expected ground school start date is February 8, 2021 (reporting in Hyannis, MA on February 15, 2021).

As previously discussed, your employment with Cape Air is pending HR clearance based on the results of a ten year criminal background check, pre-employment drug and alcohol testing, a Pilot Records Improvement Act (PRIA) background check and your execution of this employment offer, as well as the promissory note attached hereto. It is your responsibility to notify Cape Air of any changes in your training record and/or criminal record after the issuance of this offer of employment. Failure to do so may result in rescinding this offer of employment. You must also arrive for initial ground school with a current FAA issued first class medical certificate. Other than enforcement of your commitments as set forth herein and in the attached documents, once you are employed, the terms of your employment will be governed by the collective bargaining agreement, as agreed upon by Cape Air and the certified union representative for our pilots, the International Brotherhood of Teamsters.

We commit to providing you the necessary experience to successfully obtain your ATP certificate and qualify you as a Captain for Cape Air. In return, you agree to serve as a First Officer until obtaining your ATP and thereafter serve for a minimum of fifteen (15) months as a Captain with Cape Air. **You understand that if you resign (other than due to your own unforeseen serious illness or the unforeseen serious illness or death of an immediate family member which necessitates your separation as an employee of Cape Air) or are terminated with cause prior to completing fifteen (15) months of service as a Captain with Cape Air, you will be required to repay the reasonable costs and training investment in your training which, for the purposes of this agreement is acknowledged to be thirty thousand dollars (\$30,000).**

You will not be required to repay training costs if Cape Air terminates your employment at any time prior to the completion of your fifteen (15) month commitment of service as a Captain due to furlough or reasons which would not constitute cause. Also, should you voluntarily terminate your relationship with the Company, or should you be terminated for cause, prior to completing fifteen (15) months of service as a Captain, you will not be eligible for rehire for any future positions in the Cape Air Flight Department. This ineligibility will be reflected in PRIA background checks. Should you decide to resign from the company after fulfilling your commitment, we expect the courtesy of a two-week notice to the Chief Pilot's Office.

This letter and the attached promissory note set forth our agreement regarding your commitment to Cape Air which is a condition of this offer of employment. Upon receiving your signed original copy, this letter will become part of your permanent employment record at Hyannis Air Service, Inc. You further acknowledge that you have not signed any agreements that would prevent you from being employed by Cape Air in the position offered.

If the terms of employment set forth herein and in the attached promissory note are agreeable to you, please sign where indicated below and return this original letter and promissory note to HR using the contact information on the top right. This offer is valid through Monday, January 25, 2021. Should you have any questions or comments regarding this offer of employment, please feel free to contact your recruiter.

Sincerely yours,

*Linda Markham*

Linda Markham  
President and Chief Administrative Officer

I hereby accept your offer of employment:

Your Signature

1/21/2021

Date

Date released from commitment:

To be completed internally